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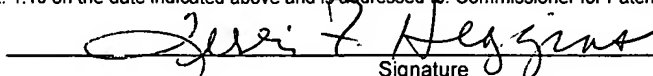
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NUMBER EL 818775771 US  
DATE OF DEPOSIT July 8, 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service "EXPRESS MAIL POST OFFICE TO ADDRESSEE" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to: Commissioner for Patents, Washington D.C. 20231.

  
Signature

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Russell E. Shetler, Jr., et al.

Group Art Unit: Unknown

Serial No.: 10/007,273

Examiner: Not Assigned

Confirmation No.: 3041

Atty. Dkt. No.: 11564.0028.NPUS01

Filed: October 26, 2001

For: Uninterruptible Power Supply

Commissioner for Patents  
Washington, D.C. 20231

**RECEIVED**

JAN 24 2003

**OFFICE OF PETITIONS**

**PETITION UNDER 37 C.F.R. § 1.47(b)**

A Notice to File Missing Pats of Non-provisional Application under 37 C.F.R. 1.53(b) for the above-captioned application was mailed on January 8, 2002, requiring the oath or declaration of the inventors be furnished with the associated surcharge. One of the joint co-inventors, Mr. Andrew Thomas Margraff, was an employee of the Assignee, Liebert Corporation, at the time the invention was made; however, Mr. Margraff is no longer employed by Liebert Corporation.

Attempts to secure the Mr. Margraff's execution of the declaration have resulted in his refusal to sign. A declaration including the other inventors' signatures has already been filed.

The inventors are obligated to assign the invention to Liebert Corporation by virtue of their employment contracts with Liebert Corporation. Therefore, Liebert Corporation hereby petitions under 37 C.F.R. 1.47(b) and 35 U.S.C. 118 to execute the declaration for the above-identified application on behalf of and as agent for the inventor.

<sup>12</sup>  
The following documents are filed in support of this petition:

1. Declaration of inventorship by Liebert Corporation made on behalf of Mr. Margraff;
2. Statement by Liebert Corporation establishing proprietary interest; and
3. Declaration of Mr. Billy C. Allen III regarding inventor's refusal to sign.

The last known addresses of the non-signing inventor is as follows:

Andrew Thomas Margraff  
7621 Central College Road  
New Albany, OH 43054

The Petition Fee of \$130.00 is to be charged Howrey Simon Arnold & White Deposit Account No. 01-2508/11564.0028.NPUS01. Should any other fees or refunds be deemed necessary for any reason relating to this document, the Assistant Commissioner is hereby authorized to deduct said fee from or credit said refund to Howrey Simon Arnold & White Deposit Account No. 01-2508/11564.0028.NPUS01.

\*\*\*\*\*

Applicant requests any extension of time that may be deemed necessary to further the prosecution of this application.

To facilitate the resolution of any issues or questions presented by this paper, Applicant respectfully requests that the Examiner directly contact the undersigned by telephone to further the discussion.

To promote the prosecution of this application, the Examiner is authorized to contact the undersigned by electronic mail. Please address all e-mail to: allenb@howrey.com.

Respectfully submitted,

Date: 7/8/2002

By Billy C. Allen III

Registration No. 46,147

HOWREY SIMON ARNOLD & WHITE, LLP

750 Bering Drive

Houston, TX 77057-2198

Telephone: 713.268.1388

Facsimile: 713.787.1440

Attorneys for Applicants



750 BERING DRIVE  
HOUSTON, TX 77057-2198  
PHONE 713.787.1400  
FAX 713.787.1440  
A LIMITED LIABILITY PARTNERSHIP

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Russel E. Shetler, Jr., et al.

Group Art Unit: Unknown

Serial No.: 10/007,273

Examiner: Not Assigned

Confirmation No.: 3041

Atty. Dkt. No.: 11564.0028.NPUS01

Filed: October 26, 2001

For: UNINTERRUPTIBLE POWER SUPPLY

INVENTOR'S DECLARATION MADE ON BEHALF OF A NON-SIGNING INVENTOR  
IN SUPPORT OF PETITION UNDER 37 C.F.R. § 1.47(b)

Commissioner for Patents  
Washington, D.C. 20231

RECEIVED  
JAN 24 2003  
OFFICE OF PETITIONS

I, Steven M. Madara hereby declare that:

1. I am authorized by the following person or juristic entity with sufficient proprietary interest (see Statement establishing proprietary interest filed herewith):

Liebert Corporation  
1050 Dearborn Drive  
P.O. Box 29186  
Columbus, Ohio 43229

2. I employed by Liebert Corporation. My position is Vice President—  
Environmental Engineering.



Serial No.: 10/007,273

Confirmation No.: 3041

Applicant: Russel E. Shetler, Jr., et al.

Atty. Ref.: 11564.0028.NPUS01

3. By virtue of Liebert Corporation's proprietary interest, I sign this declaration on behalf of, and as agent for Andrew Thomas Margraff, a non-signing inventor.

4. Upon information and belief, I aver those facts that the inventor is required to state, 37 C.F.R §1.64(b). Namely, that:

(a) The inventor's name, last known residential and post office addresses and citizenship are as follows

Full Name:	Andrew Thomas Margraff
Residence Address:	7621 Central College Road New Albany, Ohio 43054 United States of America
Post Office Address:	same as residence address
Citizenship:	United States of America

(b) I believe that Andrew Thomas Margraff was an original, joint inventor of the subject matter which is claimed and for which a patent is sought in U.S. Application Serial No. 10/007,273; filed October 26, 2001 and entitled "Uninterruptible Power Supply".

(c) I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

(d) I acknowledge the duty to disclose to the Patent and Trademark Office all information known to us to be material to patentability of the subject matter claimed in this application, as "materiality" is defined in Title 37, Code of Federal Regulations, § 1.56.



Serial No.: 10/007,273

Confirmation No.: 3041

Applicant: Russel E. Shetler, Jr., et al.

Atty. Ref.: 11564.0028.NPUS01

- (e) I hereby claim priority benefits under 35 U.S.C. §119 to U.S. provisional application number 60/244,005 filed on October 27, 2000.
- (f) I acknowledge the duty to disclose to the Patent and Trademark Office all information known to us to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the international application and the national filing date of this application.
- (g) I hereby declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

5. I hereby appoint Robert J. McAugham, Jr., Reg. No. 36,599 and Billy C. Allen III, Reg. No. 46,147, each an attorney of the firm of HOWREY SIMON ARNOLD & WHITE, LLP, as Liebert Corporation's attorneys with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate. Please direct all correspondence to:



Serial No.: 10/007,273

Confirmation No.: 3041

Applicant: Russel E. Shetler, Jr., et al.

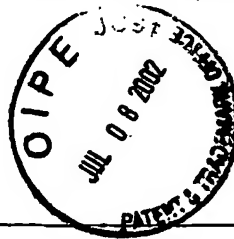
Atty. Ref.: 11564.0028.NPUS01

Billy C. Allen III  
Howrey Simon Arnold & White, LLP  
750 Bering Dr.  
Houston, Texas 77057  
(713)-787-1448.

July 2, 2002

Date

A handwritten signature in black ink, appearing to read "Steven M. Madara".  
Vice President—Environmental Engineering  
Liebert Corporation  
STEVEN M. MADARA



750 BERING DRIVE  
HOUSTON, TX 77057-2198  
PHONE 713.787.1400  
FAX 713.787.1440  
A LIMITED LIABILITY PARTNERSHIP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Russell E. Shetler, Jr., et al.

Group Art Unit: Unknown

Serial No.: 00/007,273

Examiner: Not Assigned

Confirmation No.: 3041

Atty. Dkt. No.: 11564.0028.NPUS01

Filed: October 26, 2001

For: UNINTERRUPTIBLE POWER SUPPLY

STATEMENT ESTABLISHING PROPRIETARY INTEREST  
IN SUPPORT OF PETITION UNDER 37 C.F.R. § 1.47(b)

Commissioner for Patents  
Washington, D.C. 20231

I, Steven M. Madara, Vice President—Environmental Engineering, Liebert Corporation, am the person signing the declaration on the above identified application on behalf of the inventor, Andrew Thomas Margraff, and make this statement as to the facts establishing the proprietary interest of Liebert Corporation.

1. I have read the above-identified specification and claims.
2. In accordance with Andrew Thomas Margraff's signed contract of employment, the Mr. Margraff has agreed to vest any invention conceived during his period of employment to Liebert Corporation. Copies of the signed contract of employment are attached as Exhibit A.
3. Based on my first hand knowledge and based on information and belief made after a reasonable inquiry and review of the materials available to me, I hereby state that the inventor, Andrew Thomas Margraff, made his inventive contributions to the above-identified invention while in the employ of Liebert Corporation, and that the invention was made in the course of the





Serial No.: 10/007,273

Confirmation No.: 3041

Applicant: Russell E. Shetler, Jr., et al.

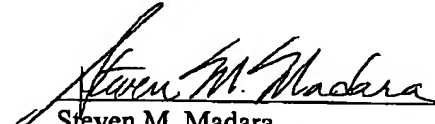
Atty. Ref.: 11564.0028.NPUS01

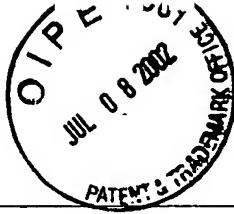
inventors' normal duties. In accordance with the terms of Mr. Margraff's signed contract of employment, Mr. Margraff has agreed to vest the invention in Liebert Corporation.

4. In accordance with 37 C.F.R. § 3.73, I hereby state that the evidentiary documents with respect to Liebert Corporation ownership have been reviewed and that, to the best of my knowledge and belief, equitable title is in the assignee seeking to take this action.

5. I hereby declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

July 2, 2002  
Date

  
Steven M. Madara  
Vice President—Environmental Engineering  
Liebert Corporation



750 BERING DRIVE  
HOUSTON, TX 77057-2198  
PHONE 713.787.1400  
FAX 713.787.1440  
A LIMITED LIABILITY PARTNERSHIP

DIRECT DIAL 713-268-1388  
FILE 11564.0028.NPUS01

May 22, 2002

**Certified Mail No. P 520 455 844**  
**Return Receipt Requested**

Mr. Andy Margraff  
7621 Central College Road  
New Albany, OH 43054

Re: U.S. Patent Application 10/007,273 filed October 26, 2001 and entitled  
"Uninterruptible Power Supply" by Russell E. Shetler, Jr., et al.

Dear Mr. Margraff:

Enclosed please find a copy of the identified patent application, including a 67-page specification, 38 figures, 19 claims and an abstract, which names you as a co-inventor. Also enclosed is an inventor's declaration for the application and an assignment of the application to Liebert Corporation.

Pursuant to paragraph 5 of your "Trade Secret and Confidential Information Agreement" with Liebert, a copy of which is enclosed, please execute the declaration and assignment and return these documents to me at your earliest convenience. To assist you in this, a pre-paid Federal Express envelope addressed to me is enclosed.

These documents must be filed in the Patent Office by June 8, 2002, so your prompt attention is greatly appreciated. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy C. Allen III".

Billy C. Allen III

BCA/tfh  
Enclosures

cc: Robert B. Miller, Esq. (w/o encls.)  
Robert J. McAughan, Jr., Esq. (w/o encls.)



PATENT  
11564.0028.NPUS01

### DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or the below named inventors are the original, first and joint inventors (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **Uninterruptible Power Supply**, the Specification of which:

☐  
☒

is attached hereto.

was filed on **October 26, 2001** as Application Serial No. **10/007,273**.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

I acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability of the subject matter claimed in this application, as "materiality" is defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent, United States provisional application(s), or inventor's certificate listed below and have also identified below any foreign application for patent, United States provisional application, or inventor's certificate having a filing date before that of the application on which priority is claimed:

PRIORITY APPLICATION(S)			Priority Claimed
60/244,005	U.S. Provisional	October 27, 2000	Yes
(Number)	(Country)	(Date Filed)	Yes/No .
(Number)	(Country)	(Date Filed)	Yes/No

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose all information known to me to be material to patentability of the subject matter claimed in this application, as "materiality" is defined in Title 37, Code of Federal Regulations, § 1.56, which become available between the filing date of the prior application and the national or PCT international filing date of this application:

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do hereby:

SELL, ASSIGN AND TRANSFER to Liebert Corporation (the "Assignee"), having a place of business at 1050 Dearborn Dr., Columbus, Ohio, 43229, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, Serial No. **10/007,273** which has been filed on **October 26, 2001** and is entitled "**Uninterruptible Power Supply**", such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.



1050 Dearborn Drive, P.O. Box 29186  
Columbus, Ohio 43229 USA  
614-886-0246 Fax 841-6973



## TRADE SECRET AND CONFIDENTIAL INFORMATION AGREEMENT

This Agreement, made and entered into in Columbus, Ohio on the 20 day of MARCH, 1995 ("Agreement"), by and between Liebert Corporation ("Liebert"), an Ohio corporation, and ANDY MARLUFF ("Employee"), an employee of Liebert Corporation.

### WITNESSETH:

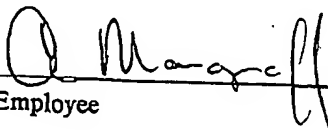
Employee acknowledges that he desires to be employed, and remain employed, by Liebert in a capacity in which he may receive, have access to, or contribute to confidential, proprietary information or trade secrets (herein referred to collectively as "Confidential Information"). In consideration of his initial employment, his continued employment, and being given access to Confidential Information, Employee agrees to the following:

- (1) As used in this Agreement, Confidential Information includes:
  - (a) the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, or improvement which has not been published or disseminated, or otherwise become a matter of general public knowledge;
  - (b) the whole or any portion or phase of any business plans, financial information, purchasing data, supplier data, accounting data, or other financial information which has not been published or disseminated, or otherwise become a matter of general public knowledge;
  - (c) the whole or any portion or phase of any research and development information, manufacturing procedures or processes, or other engineering information which has not been published or disseminated, or otherwise become a matter of general public knowledge; and
  - (d) The whole or any portion or phase of any marketing or sales information, sales records, customer lists, process, sales projections or other sales information which has not been published or disseminated, or otherwise become a matter of general public knowledge;
  - (e) trade secrets, as defined by the law of Ohio.
- (2) Employee acknowledges that all information, whether falling within the above definition or otherwise, shall be presumed to be Confidential Information if Liebert takes measures designed to prevent it, in the ordinary course of business, from being available to persons other than those selected by Liebert to have access thereto for limited purposes.
- (3) All information disclosed to Employee or to which he obtains access, during the period of his employment, which he has reasonable basis to believe to be Confidential Information, or which he has reasonable basis to believe Liebert treats as being Confidential Information, shall be presumed to be Confidential Information.

World Leader in Computer Support Systems  
Environmental Control • Power Protection • Monitoring/Control

- (4) Except as required in his duties at Liebert, Employee will never, either during his employment by Liebert or thereafter, use for disclose any Confidential Information, as defined above. Upon termination of his employment/contract with Liebert, all records of Confidential Information, including but not limited to, all notes, memos, plans, records, letters, reports and other tangible materials, including copies thereof in his possession, whether prepared by him or by others, shall be left with Liebert. Upon request at any time during the term of employment, Employee shall disclose to Liebert the names and addresses of any persons or entities to whom any disclosure has been made and shall state to Liebert what disclosures have been made to such persons or entities.
- (5) Employee agrees to communicate to Liebert, promptly and fully, and to assign to Liebert all inventions, and technical or business innovations, developed or conceived solely by the Employee, or jointly with others, during the term of his employment, which are within the scope of Liebert's business, or which were developed on company time, or which utilized company materials or information. Employee further agrees to execute all necessary papers, and otherwise to assist Liebert, at Liebert's sole expense, to obtain patents or other legal protection as Liebert deems fit. As to any such inventions and technical or business innovations, said inventions and innovations are to be the property of Liebert, whether or not patented, copyrighted or published.
- (6) Employee further agrees and understands that there are significant business reasons for entering into this Agreement and that this Agreement is necessary to protect legitimate business interests of Liebert.
- (7) Employee acknowledges that a breach of this Agreement may result in irreparable and continuing damage to Liebert's business for which there is no adequate remedy at law. Employee further agrees that in the event of any breach of this Agreement, Liebert and its successors and assigns shall be entitled to injunctive relief and to such other and further relief as may be proper.
- (8) By entering into this Agreement, Employee acknowledges that he is subject to the jurisdiction of both the federal and state court systems in Ohio.
- (9) Employee understands and agrees that because Liebert engages in business operations throughout the United States, in all matters concerning the validity, interpretation, performance, effect or otherwise of this Agreement, the laws of the State of Ohio shall govern.
- (10) Any actions or proceedings instituted under this Agreement with respect to any matters arising under or growing out of this Agreement, shall be brought and tried only in courts located in the County of Franklin, State of Ohio. Employee expressly waives his right to cause any such actions or proceedings to be brought or tried elsewhere.

This Agreement has been duly signed by the parties hereto on the day and year first written above.

  
Employee

\_\_\_\_\_  
Liebert Corporation

P 520 455 844  
11564.0028. NPUS01  
US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	Andy Margraff
Street & Number	7621 Central College Rd.
Post Office, State, & ZIP Code	New Albany, OH 43054
Postage	\$
Certified Fee	\$
Special Delivery Fee	\$
Restricted Delivery Fee	\$
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$</b>

PS Form 3800, April 1995

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Andy Margraff  
7621 Central College Rd.  
New Albany, OH 43054

2. Article Number (Copy from service label)

P 520.455.844

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

Deanna Margraff 5/28

C. Signature

X Deanna Margraff ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952



**FAXED**

750 BERING DRIVE  
HOUSTON, TX 77057-2198  
PHONE: 713.787.1400 • FAX: 713.787.1440

**FACSIMILE COVER SHEET**

**DATE:** 5/29/2002

**TO:** **NAME:** Andy Margraff

**COMPANY:** \_\_\_\_\_

**FAX NO:** 614-785-7062

**FROM:** **NAME:** Billy C. Allen III

**CONFIRMATION #:** \_\_\_\_\_ **USER ID:** 1772

**NUMBER OF PAGES, INCLUDING COVER:** 2 **CHARGE NUMBER:** 11564.0028.NPUS00

☐ **ORIGINAL WILL FOLLOW VIA:**

☐ REGULAR MAIL ☐ OVERNIGHT DELIVERY ☐ HAND DELIVERY ☐ OTHER: \_\_\_\_\_

☒ **ORIGINAL WILL NOT FOLLOW**

**SUPPLEMENTAL MESSAGE:**

Andy,

As we discussed this morning, I have revised the declaration to reflect your full legal name. Please sign and return to me at your earliest convenience. Also, please provide your attorney's contact information so I can call him to discuss his comments with respect to the assignment.

If you need anything from me, please feel free to call.

Thanks,

Billy C. Allen III

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF THERE ARE ANY QUESTIONS OR PROBLEMS WITH THE TRANSMISSION OF THIS FACSIMILE, PLEASE CALL 713.787.1520.



# MESSAGE CONFIRMATION

05/29/02 11:21

ID=HSA&W 4TH FLOOR HOUSTON FAX

DATE	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
05/29	00'45"	6147857062	CALLING	02	OK 0000

Inventor's Full Name:	Farzin		Kafaipour
Inventor's Signature:			
Country of Citizenship:	USA	Date:	
Residence Address: (street, number, city, state, and/or country)	46 San Bonifacio Rancho Santa Margarita, California 92688		
Post Office Address: (if different from above)	same		

Inventor's Full Name:	Mohammad	Nanda Rahmana	Marwali
Inventor's Signature:			
Country of Citizenship:	Indonesia	Date:	
Residence Address: (street, number, city, state, and/or country)	319 Holly Grove Road Lewis Center, Ohio 43035		
Post Office Address: (if different from above)	same		

Inventor's Full Name:	Andrew	Thomas	Margraff
Inventor's Signature:			
Country of Citizenship:	USA	Date:	
Residence Address: (street, number, city, state, and/or country)	7621 Central College Road New Albany, Ohio 43054		
Post Office Address: (if different from above)	same		



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Russell E. Shetler, Jr., et al.

Group Art Unit: Unknown

Serial No.: 10/007,273

Examiner: Not Assigned

Confirmation No.: 3041

Atty. Dkt. No.: 11564.0028.NPUS01

Filed: October 26, 2001

For: Uninterruptible Power Supply

Commissioner for Patents  
Washington, D.C. 20231

**RECEIVED**

JAN 24 2003

**OFFICE OF PETITIONS**

**DECLARATION OF BILLY C. ALLEN III  
IN SUPPORT OF PETITION UNDER 37 C.F.R. § 1.47(b)**

I, Billy C. Allen III, hereby declare the following:

1. I am currently employed as an Associate of the law firm Howrey Simon Arnold & White, LLP, which serves as intellectual property counsel for Liebert Corporation.
2. On or about May 22, 2002, I signed a letter addressed to Mr. Andrew Thomas Margraff including an inventor's declaration and power of attorney and assignment documents requesting review and execution by Mr. Margraff. The letter also included a complete copy of the above-captioned patent application and a copy of Mr. Margraff's "Trade Secret and Confidential Information Agreement" with Liebert Corporation. The letter to Mr. Margraff was sent by U.S. Certified Mail, Return Receipt Requested, to the address listed in Mr. Margraff's personnel files at Liebert Corporation. Copies of the May 22, 2002 letter and the enclosed documents (except for the patent application) are attached as Exhibits A and B, respectively.
3. The Return Receipt from the letter identified above has since been returned to my office. The return receipts indicate that the package was received by Deanna Margraff on May 28, 2002. A copy of the return receipt is attached as Exhibit C.

4. On or about May 29, 2002, I received a telephone call from Mr. Margraff. During the course of this telephone call, he informed me that he would not sign the Declaration unless the signature page of the declaration was amended to reflect his full legal name. Mr. Margraff indicated that if I would revise the Declaration to include his full legal name and fax it to him at 614-785-7062, he would execute the Declaration and return it to me.

5. On or about May 29, 2002, I faxed to Mr. Margraff, at the number he provided, a declaration signature page revised to reflect his full legal name. A copy of this facsimile transmission and the transmission confirmation page from my fax machine are attached as Exhibit D. To date I have received no reply to this facsimile.

6. During the May 29, 2002 telephone call, Mr. Margraff further informed me that he had discussed my letter and the documents with counsel provided by his present employer. Mr. Margraff further informed me that his counsel had advised him not to execute the assignment to Liebert Corporation unless various changes were made to the assignment document. Because the Texas Disciplinary Rule of Professional Conduct 4.02 prohibits direct contact by attorneys with parties represented by counsel, I informed Mr. Margraff that I could not discuss these issues with him and would need to contact his attorney directly. Mr. Margraff would not provide his attorney's contact information to me on the telephone, but he did indicate that he would either send me such contact information or would instruct his attorney to contact me directly. To date I have neither received contact information from Mr. Margraff nor have I been contacted in any way by anyone claiming to represent Mr. Margraff.

7. Based on the facts stated herein, I have concluded that Mr. Margraff has refused to execute an inventor's Declaration in the captioned patent application.

8. I hereby declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are

punishable by fine or imprisonment, or both, under Section 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date:

7/28/2002

By



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